## THE COURTS.

UNITED STATES CIRCUIT COURT.

es, the Mayor, ec.—An order of injune and permanently restraining the Mayor, the lease of the premises Nos. 115 and 117 Nas-et, and of which the last named defendant is the granted yesterday by Judge Barnard on Christopher Pullman, through Jos. F. Daly, The following are copies of the affidavite

and County of New York, as.—Christopher Pull-eing duly sworn, rays that he is the plaintiff in bove emitted action; that the defendant—the Aldermen and Commonalty of the city of New is a monstepal corporation of limited powers, es-ed and limited by several charters granted and assed by the people of the Mate of New York, much in Scuate and Assembly, and this was so at less hereinafter stated; that now sad at the times after stated the defandant, the Common Council is city of New York, is and was invested by sharter with the legislative power, so far such power was conferred, of said munici-riporation, and is sad was and the members

of the city of New York, is and was invested by mid charter with the legislative power, so far as as such power was conferred, of said municipal corporation, and is and was and the members whereof are and were trustees of the property, funds and effects of said corporation, so far as the same are committed to their management and control. That new and at the times bereinafter mentioned the said Common Goenell is and was composed of two separate legislative boards, called, respectively, the Board of Adornmen and the Board of Councilmen, whose concurrent action is necessary to the adoption of any ordinance or resolution. That the plaintiff is a member of the said Common Council, having been duly elected a member of the said Roard of Councilmen to serve from the 1st day of January, 1866, theil the 1st day of January, 1867, and m right thereof is a co-trustee with the aforesaid property, funds and effects of said corporation, and bound in law and equity to protect and preserve such property, funds and effects of said corporation, and bound in law and equity to protect and preserve such property, funds and effects for and to the citizens of the city of New York, who are the beneficiaries of said trust. That the defendant Matthew T. Brennan is an officer of said municipal corporation, and the chief or head of a department thereof, established by the siorecasid charters, and called the Funance bepartment, and as such said defendant is called the Computolier of the city of New York. That the defendant is called the Computolier of the city of New York. That the defendant is called the Computolier of the city of New York. That defendant is called the Computolier of said city upon the hiring of such sinces, the same are to be so executed by the Computolier aforesaid, on behalf of the Mayor, Aldermen and Commonality of the city of New York. That from the lest day of May, 1806, them and municipal corporation, that during the same are to be so executed by the Computolier aforesaid, on behalf of the Mayor, Aldermen and common the same and now remains, and for which other offices at No. 82 Nassau street the sum of \$11,000 as rental for and three years has been paid out of the public treasury of each dirty years has been paid out of the public treasury of each dirty years has been paid out of the public treasury of each dirty by the defendants, the Mayor, Aldermen and formmonatity of the city of Nox York. That the Common Geometric said dity, well knowing all the mattern shows stated at the soverat times of the happening thereof, yet, with intent to commit a frend upon the people of each city, as deponent believes, did adopt a resolution, of which the dollowing is a copy :—Venolved, that the Comptroller be and he is hereby anthorized and directed to retice the logical power hout expring of premises for the use of the Law Department, Nos. 115 and 117 Nassau street, for a period of ten years, at the following rates, viz.—For the offices of the Corporation Counsel, 48,000 per annuar, for the offices of the Opporation Alternary, 55,000 per annuar, but he made the early of the said toward of Aldermen on the 9th day of December, 1805, and the said common douncil designed and intended to hind the said Common douncil designed and intended to hind the said Corporation to pay for the aforesaid come which he said Corporation to man of the period of the council designed and intended to hind the said corporation to man of the said toward to council designed and intended to hind the said corporation to man of the said corporation to be hired by said resolution for the use of the corporation council and the members thereof at the time of excepting and resolution well known and for the said corporation council and the members thereof at the time of excepting and resolution to be hired for the use of the said corporation council and the members thereof at the time of ex

SUPERIOR COURT--TRIAL TERM--PART 2.

plaintiff owned him \$500, which that stock was intended to pay.

The evidence given by the plaintiff was flatly contradicted by that of the defendant—the former swearing that he made a demand for the gold shares, to be delivered to him, which the latter as emphatically denied.

Judge Moneil, in his charge to the jury, said that the principal fact for them to consider was as to which of the witnesses they should be inclined to believe 'n preference to the other.

The jury not agreeing before the time for the adjournment of the court, were instructed to reuder a scaled verdict. Counsel for plaintiff, Larned and Warren; for defendant, Sewell and Peirce.

Action for a Partition of Property.

Before Justice Robertson.

Buily Fowler Ford vs. Augus Belmont and others, Trustees for Caroline J. Belmont.—This was an action for a partition, the plaintiff claiming to be two-thirds owner of certain lots of land on the easterly side of this city, of which the defendants were shown to be in possession of which the defendants were shown to be in possession under conveyances purporting to convey to them the whole property. The plaintiff claimed under a conveyance from the general assignee in bankruptov in October, 1860, as assignee of Dunbar S. Dyson. The defendants showed that by the sabedules annexed to the potition in bankruptov the bankrupt set forth that his interest was only one-third, and that the other two-thirds were held by him in trust for a third person, and also that in 1846 the general assignee had conveyed the one-third interest, which was all that the bankrupt claimed, to a person under whom the defendants derived title. The nature of the trust and the limitation of the interest of the bankrupt to one-third were further shown by his admissions in a sworn answer in chancery field in 1842, while he was owner and before the decree in bankrupty. Decision reserved. J. Townshend for plaintiff; J. Larocque for defendants.

Limbility of Steam Tuge.

Before Judge Hearn and a Jury.

L. W. Rickard and others as Stephen Roberts and others.—The particulars of this case have already been reported in the Herain. It was an action by the plaintiffs against the defendants to recover damages to the amount of \$500 for alleged injuries to a vessel, the property of the plaintiffs, which was being towed from New York to Norwalk Conn., by a tugboat belonging to the defendants, and which vessel, it was claimed, was rup against rocks, owing to the negligent towing of the defendants, who desired their liability, and contanded that the risk, in conformity with the usual customs should be undertaken by the owners and master of the ship. The jury found a verdet for the plaintiffs. Consel for the plaintiffs. H. A. Walker; for defendants, Benedict and Tray. instance of the commissioners of the same against the defendants to recover damages to the amount of \$500 for alleged injuries to a vessel, the property of the plaintiffs, which was being towed from New York to Norvalk. Count, by a tugboat belonging to the defendants, and which vessel, it was claimed, was run against rocks, owing to the negligent iswing of the defendants, who desired their liability, and contended that the risk, it conformity with the much customs chould be undertaken by the owners and master of the ship. The lity found a verdiet for the plaintiffs. Consel for the plaintiffs. Consel for the plaintiffs. Consel for the plaintiffs. Consel for the opining of the court yesterday, James Conners, charged with stealing 190 in money and \$100 dollars worth of jewelry from Henricuta Gaw, 140 Clinton street, on the Joth of November, pleaded guilty to grand larceny. He was sentenced to the State Prison for four years and six months.

Futer Geer pleaded guilty to an attempt at grand larceny, having on the 13th of November solon is one of the recovery of Henry Schulefer.

James Bolia alias Fatty Bavis was tried and convicted of picking the pocket of George Z. Barsholf of \$110, on the evening of the 6th of November, while riding on one of the Fourseenth street case. The companion is proposing to remine the same bolian alias Fatty Bavis was tried and convicted of picking the pocket of George Z. Barsholf of \$110, on the evening of the 6th of November, while riding on one of the Fourseenth street case. The containing of the first play in the state of the state Prison for two paramades and the pocket of George Z. Barsholf of \$110, on the evening of the 6th of November, while riding on one of the Fourseenth street case. The containing of the first play in the containing of the first play in the state of the state of the first play in the state of the state of

ston, the inror against the Reco-cine, the inror against when a series ado on Friday, that his services we ired. It is not known whether the as a the matter any further.

BOARD OF ALDERMEN.

A New Nomination for Street Commissioner— The Post Office is the Park—The New Barge Office.

The Board met at two o'clock yesterday afternoon,

The Board met at two o'clock yesterday afternoon, President Brice in the chair.

A communication was received from the Mayor, vetoing the resolution granting a portion of the Battary to the general government for the erection thereon of a barge and revenue office. The Mayor says that the deed of the property should contain a clause to the effect that the property should contain a clause to the effect that the property shall revert to the city when it causes to be used for the purposes named; that the right of way across the Battery ought not to be inclosed, and that the matter should be referred to the Commissioners of the Sinking Pund for their sanction.

Referred to the committee having the matter in charge.

# CANADA.

SPECIAL TELECRAM TO THE MERALD. the Upper Canada Bank-Bills Filed Against the Cashier and Directors on Charges o

on as to the first and second charges. His Ex-

Simple the year with the content of of discussing a question of national interest, I take the liberty of troubling you with some observations upon